

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

CERVECERIA MODELO, S.A. DE C.V. and  
MARCAS MODELO, S.A. DE C.V.,

Plaintiffs,

-against-

USPA ACCESSORIES LLC d/b/a CONCEPT ONE  
ACCESSORIES,

Defendants.

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: Civil Action No. 07 CV 7998 (HB)

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: **DECLARATION OF JOANNA A.**

: **DIAKOS IN OPPOSITION TO**

: **DEFENDANT'S MOTION TO**

: **PRECLUDE TESTIMONY OF**

: **PLAINTIFFS' EXPERT WITNESS**

: **RONALD G. VOLLMAR**

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JOANNA A. DIAKOS, hereby declares:

1. I am a partner with the law firm of K&L Gates LLP, attorneys for Plaintiffs Cerveceria Modelo, S.A. de C.V. ("Modelo") and Marcas Modelo, S.A. de C.V. ("Marcas Modelo") (together, "Plaintiffs"). I am admitted to practice in the State of New York and before this Court, and I submit this Declaration in Opposition to Defendant's Motion to Preclude Testimony of Plaintiffs' Expert Ronald G. Vollmar (the "Motion").

2. The purpose of this Declaration is to set before the Court certain documents that are relevant to Defendant's Motion.

3. Attached hereto as Exhibit A is a true and correct copy of a July 23, 2008 letter from me to Defendant's counsel, Mr. Ira Tokayer, Esq., requesting that Defendant produce complete and correct sales information for 2007.

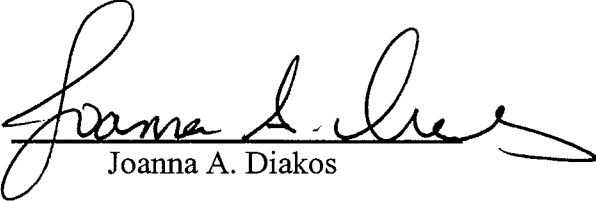
4. Attached hereto as Exhibit B is a true and correct copy of a July 29, 2008 letter from Mr. Tokayer to me, which enclosed new spreadsheets detailing the sale of Corona-branded goods by Concept One in 2007.

5. Attached hereto as Exhibit C is a true and correct copy of Concept One's supplemental damages calculation, provided to Plaintiffs' counsel on July 29, 2008.

6. Attached hereto as Exhibit D is a true and correct copy of Plaintiffs' First Set of Discovery Requests dated November 30, 2007.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 11<sup>th</sup> day of August, 2008 in New York, New York.

  
Joanna A. Diakos

# Exhibit A

K&L|GATES

Kirkpatrick & Lockhart Preston Gates Ellis LLP  
599 Lexington Avenue  
New York, NY 10022-6030  
T 212.536.3900 www.klgates.com

July 23, 2008

Joanna A. Diakos  
D 212.536.4807  
F 212.536.3901  
joanna.diakos@klgates.com

**By Fax & First Class Mail**

Ira Daniel Tokayer, Esq.  
42 West 38th Street, Suite 802  
New York, New York 10018

Re: *Cerveceria Modelo, S.A. de C.V., et ano. v. USPA Accessories LLC d/b/a  
Concept One Accessories, 07 CV 7998*

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Dear Ira:

I write regarding certain sales and manufacturing cost information produced by Concept One in this litigation.

In response to Interrogatory No. 4 of Plaintiffs' First Set of Interrogatories, Concept One submitted a sales report that it affirmed under oath represented all sales of Corona-branded goods from January 1, 2007 to the present. (See Exhibit B to Defendant's Response and Objections to Plaintiff's First Set of Interrogatories to Defendant.) Concept One also submitted a purchasing report that it identified as containing the information responsive to Document Request Nos. 8 and 17, which sought information regarding the manufacture of Corona-branded goods, including the cost of goods sold. Contrary to Concept One's representations, the sales and purchasing reports submitted in this action appear to be materially inaccurate and incomplete.

In particular, we compared the July 26, 2007 inventory report attached as Exhibit C to Concept One's Responses to Plaintiffs' First Set of Interrogatories to the January 8, 2007 inventory report forwarded to Juan Fernandez by Sam Hafif on January 28, 2007. The comparison reveals that more than 70,000 units of products were no longer in inventory as of July 26, 2007, despite the fact that they do not appear in Concept One's sales report as having been sold.

For example, according to a January 8, 2007 inventory report, Concept One had 43,800 units of style number CO2167 in inventory. The July 26, 2007 inventory report indicates that there were 18,778 units of style CO2167 remaining in inventory as of July 26, 2007. After reviewing the sales that are reflected on the sales report as having been made between January and July 2007, there are approximately 22,000 units that are not accounted for of this style.

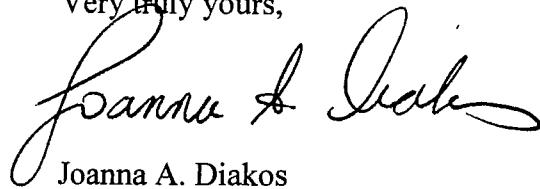
K&L|GATES

Ira Daniel Tokayer, Esq.  
July 23, 2008  
Page 2

Similarly, the purchasing report is incomplete as it does not contain manufacturing cost information for many of the products that were sold by Concept One during 2007.

Plaintiffs demand that Concept One produce complete and accurate sales and cost information by Friday. Plaintiffs reserve all of their rights with respect to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Joanna A. Diakos", written in a cursive style. The signature is positioned above the printed name "Joanna A. Diakos".

Joanna A. Diakos

# Exhibit B

IRA DANIEL TOKAYER  
ATTORNEY AT LAW  
42 WEST 38TH STREET  
SUITE 802  
NEW YORK, NEW YORK 10018

TEL: (212) 695-5250

FAX: (212) 695-5450

July 29, 2008

BY HAND

Darren Saunders, Esq.  
Kirkpatrick & Lockhart Preston Gates Ellis LLP  
599 Lexington Avenue  
New York, New York 10022

Re: Cervecería Modelo, S.A. de C.V., et ano.  
v. USPA Accessories LLC, d/b/a Concept One  
Accessories, 07 CV 7998

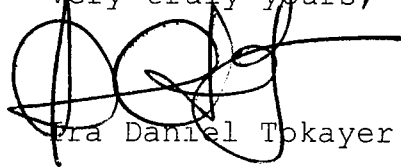
Dear Darren:

I have enclosed Concept One's sales report for 2007 by style, by month. The interrogatories and Exhibit B thereof should be deemed amended accordingly.

I confirm that the purchasing report previously provided is the company's most accurate record of same.

I have also enclosed metadata for the June royalty report.

Very truly yours,



Ira Daniel Tokayer

Sum of TOTAL SALE		(10)		To		Grand Total	
Month	LICENSEE PRODUCT NU	PRODUCT NAME OR ITEM DESCRIPTION	Modelo	Procermex			
Jan-07	CO2003K	VER STRIPE TRUCKER		\$240.00		\$240.00	
	CO2004	UNCONSTRUCTED CORONA		\$13,650.00		\$13,650.00	
	CO2004WC	UNCONSTRUCTED CORONA		\$30,365.76		\$30,365.76	
	CO2004WM	48 pc Logo Cap		\$15,325.20		\$15,325.20	
	CO2010	LOGO CAP		\$13,650.00		\$13,650.00	
	CO2011K	MILITARY PATCH		\$249.00		\$249.00	
	CO2048	CAMO MILITARY DISTRESS		\$54.00		\$54.00	
	CO2066SP	LARGE LOGO VISOR		\$469.20		\$469.20	
	CO2081S	WATER WRISTBAND		\$597.60		\$597.60	
	CO2081TG	STENCIL MILITARY		\$1,612.80		\$1,612.80	
	CO2081WM	STENCIL MILITARY		\$1,584.00		\$1,584.00	
	CO2096S	STENCIL MILITARY		\$1,039.50		\$1,039.50	
	CO2100	SAVE WATER		\$7,800.00		\$7,800.00	
	CO2101	HEAVY WASH TWILL BUCKET		\$66.00		\$66.00	
	CO2111K	SUEDE PATCH ADJ CAP		\$249.00		\$249.00	
	CO2111S	HEAVY WASH TWILL CAP W/		\$220.50		\$220.50	
	CO2138	HEAVY WASH TWILL CAP W/		\$60.00		\$60.00	
	CO2138SH	DSTRSSD PGMNT WSHD ADJ		\$1,680.00		\$1,680.00	
	CO2141	DSTRSSD PGMNT WSHD ADJ		\$66.00		\$66.00	
	CO2157	HVY WSHD CTTN TWL ADJ B		\$66.00		\$66.00	
	CO2159WM	FLR PATCH WITH BLEACH A		\$2,296.80		\$2,296.80	
	CO2172SH	TWO TONE HVY WASH CAP		\$2,730.00		\$2,730.00	
	CO2199K	STRAW COWBOY W TIKI ORN		\$240.00		\$240.00	
	CO2213K	CHANIELLE CROWN 2 TNE W		\$240.00		\$240.00	
	CO5000	LIFEGAURD MTLICLR TWL A		\$36.00		\$36.00	
	CO5006	CORONA BACKSACK		\$72.00		\$72.00	
	CO6038SP	LOGO PATCH PRINT VISOR		\$13,110.00		\$13,110.00	
	CO6048SP	CORONA BUCKET		\$14,490.00		\$14,490.00	
	CO6049SP	WEB TAB MILITARY		\$13,800.00		\$13,800.00	
	CO6051SP	WT ADJ EMB/SCPRNT TRKR		\$13,800.00		\$13,800.00	
	CO6056SP	FRAYED EDGE FATIGUE HAT		\$14,490.00		\$14,490.00	
	CO9054SP	Corona E/W corduroy tot		\$9,300.00		\$9,300.00	



Feb-07	CO2118SP	CORONA STRAW COWBOY	\$16,200.00	\$16,200.00
	CO2131MV	BIG LOTS STORES,-AS2033BI	\$35.65	\$35.65
	CO2134FD	BIG LOTS STORES,-AS2033BI	\$13.95	\$13.95
	CO2135MV	BIG LOTS STORES,-AS2033BI	\$6.20	\$6.20
	CO2138	DSTRSSD PGMNT WSHD ADJ	\$7,240.00	\$7,240.00
	CO2141	HVY WSHD CTTN TWL ADJ B	\$5,220.00	\$5,220.00
	CO2142	CTTN HRRNBONE TWL MLTR	\$2,364.00	\$2,364.00
	CO2143	PINSTRPE DENIM MILITAR	\$324.00	\$324.00
	CO2144	HVY WSHD CTTN TWL ADJ B	\$558.00	\$558.00
	CO2146KM	BIG LOTS STORES,-AS2033BI	\$279.00	\$279.00
	CO2147B	COTTON MILITARY	\$4,800.00	\$4,800.00
	CO2157	FLR PATCH WITH BLEACH A	\$2,352.00	\$2,352.00
	CO2158	LEATHER PATCH MILITARY	\$324.00	\$324.00
	CO2159WM	TWO TONE HVY WASH CAP	\$591.60	\$591.60
	CO2167	CORONA BOTTLE CAP	\$267.00	\$267.00
	CO2167B	CORONA BOTTLE CAP	\$2,400.00	\$2,400.00
	CO2168WC	UNCONSTRD COTTON TWILL	\$17,359.20	\$17,359.20
	CO2172SP	STRAW COWBOY W TIKI ORN	\$4,350.00	\$4,350.00
	CO2193MV	2 TONE PRNT FRYD ADJ CA	\$2,958.00	\$2,958.00
	CO2199K	CHANELLE CROWN 2 TNE W	\$288.00	\$288.00
	CO2213K	LIFEGAURD MLTICLR TWL A	\$288.00	\$288.00
	CO2215MA	ADJ 2TNE W/FLT APLQ&DST	\$6,000.00	\$6,000.00
	CO2216MA	ADJ TWL PTCH W/FRYD EGE	\$6,000.00	\$6,000.00
	CO2217MA	ADJ FRYD CNVS PATCH W/	\$147,052.80	\$147,052.80
	CO2219DG	ASST 4 CORONA DG DELIVE	\$351.00	\$351.00
	CO5000	CORONA BACKSACK	\$60.00	\$60.00
	CO5002	LOGO PRINT BACKSACK	\$1,254.00	\$1,254.00
	CO5006	NYLON BOTL SAVE WATER B	\$6,300.00	\$6,300.00
	CO5009RS	CORONA COOLER	\$6,120.00	\$6,120.00
	CO5023RS	COOLER/HOLD 24 CANS	\$13,800.00	\$13,800.00
	CO5037RS	CORONA PRINTED ROLLER C	\$30.00	\$30.00
	CO9030	BASIC BACKSACK	\$132.00	\$132.00
	CO9047	CORONA BURLAP SIGNATURE	\$26,000.00	\$26,000.00
	CO9062SP	CTTN CNVS HOBO W/STUDS	\$19,000.00	\$19,000.00
	CO9069SP	COTTON CANVAS HOBO W/ S	\$618,241.51	\$618,241.51
<b>Feb-07 Total</b>			<b>\$618,241.51</b>	<b>\$618,241.51</b>
Mar-07	CO2003K	VER STRIPE TRUCKER	\$1,936.00	\$1,936.00

Mar-07	CO2004	LOGO CAP	\$9,634.00	\$9,634.00
	CO2004WG	UNCONSTRUCTED CORONA-ASCO2004WG	\$97,200.00	\$97,200.00
	CO2004WM	LOGO CAP	\$1,500.00	\$1,500.00
	CO2004Z	LOGO CAP	\$2,658.72	\$2,658.72
	CO2005	UNCONSTRUCTED 2 TONE	\$2,171.00	\$2,171.00
	CO2011K	CAMO MILITARY DISTRESS	\$3,087.60	\$3,087.60
	CO2014WG	(blank)	\$65,592.00	\$65,592.00
	CO2017	STRIPE WRISTBAND	\$12.00	\$12.00
	CO2018MV	TWILL TAPE BUCKET	\$2,958.00	\$2,958.00
	CO2018WG	TWILL TAPE BUCKET-ASCO2018WG	\$50,608.80	\$50,608.80
	CO2044FD	FD CORONA ASSORTMENT	\$35,117.76	\$35,117.76
	CO2048	LARGE LOGO VISOR	\$1,788.00	\$1,788.00
	CO2060KM	KMART CORONA ASSTMNT	\$38,592.00	\$38,592.00
	CO2081	STENCIL MILITARY	\$2,263.50	\$2,263.50
	CO2081S	STENCIL MILITARY	\$1,718.10	\$1,718.10
	CO2081TG	STENCIL MILITARY	\$1,228.80	\$1,228.80
	CO2081WM	STENCIL MILITARY	\$2,292.00	\$2,292.00
	CO2081Z	STENCIL MILITARY	\$1,191.84	\$1,191.84
	CO2096S	SAVE WATER	\$675.00	\$675.00
	CO2100	HEAVY WASH TWILL BUCKET	\$42.00	\$42.00
	CO2111K	HEAVY WASH TWILL CAP W/	\$730.40	\$730.40
	CO2111S	HEAVY WASH TWILL CAP W	\$5,323.50	\$5,323.50
	CO2142	CTTN HRRGBONE TWL MLTR	\$1,547.00	\$1,547.00
	CO2144	HVY WSHD CTTN TWL ADJ B	\$3,528.00	\$3,528.00
	CO2157	FLR PATCH WITH BLEACH A	\$264.00	\$264.00
	CO2158	LEATHER PATCH MILITARY	\$1,950.00	\$1,950.00
	CO2159WM	TWO TONE HVY WASH CAP	\$3,468.60	\$3,468.60
	CO2167	CORONA BOTTLE CAP	\$78.72	\$78.72
	CO2172Z	STRAW COWBOY W TIKI ORN	\$3,855.60	\$3,855.60
	CO2173MV	ADJ CORN HUSK TRUCKER	\$3,828.00	\$3,828.00
	CO2178Z	HVY WSHD TWLL EMB PATCH	\$2,475.36	\$2,475.36
	CO2182SP	PLAID ADJ CAP	\$12,600.00	\$12,600.00
	CO2191MV	CWBY W/SILVER BEADED BA	\$6,300.00	\$6,300.00
	CO2195SP	VINTAGE CWBY DSTRSD AGE	\$16,744.00	\$16,744.00
	CO2199S	CHANELLE CROWN 2 TNE W	\$2,400.00	\$2,400.00
	CO2209SP	GOLD LOGO DSTRSD TRUCK	\$12,000.00	\$12,000.00
	CO2219DG	ASST 4 CORONA DG DELIVE	\$3,628.80	\$3,628.80

Mar-07	CO4001WM	NYLON BEACH UMBRELLA	\$119,472.00	\$119,472.00
	CO5000	CORONA BACKSACK	\$544.50	\$544.50
	CO5002	LOGO PRINT BACKSACK	\$576.00	\$576.00
	CO5006	NYLON BOTL SAVE WATER B	\$1,647.00	\$1,647.00
	CO6007	CORONA UNCONSTRUCTED	\$8,730.00	\$8,730.00
	CO6007WC	CORONA JUNIORS BASEBALL	\$12,035.66	\$12,035.66
	CO6007ZE	CORONA UNCONSTRUCTED	\$4,675.68	\$4,675.68
	CO6030	AIRBRUSH FLOWERS COWBOY	\$930.00	\$930.00
	CO6030Z	CORONA COWBOY HAT-AIR F	\$5,569.20	\$5,569.20
	CO6032	SAVE WATER DRINK CORONA	\$2,046.00	\$2,046.00
	CO6051Z	WT ADJ EMB/SCRPT TRKR	\$2,750.40	\$2,750.40
	CO6056	FRAYED EDGE FATIGUE HAT	\$510.00	\$510.00
	CO6057Z	MILITARY HAT W/ FRAYED	\$2,475.36	\$2,475.36
	CO6064WC	CORONA HIBISCUS TWILL C	\$12,035.66	\$12,035.66
	CO9007	CORONA BACKSACK	\$2,394.00	\$2,394.00
	CO9030	BASIC BACKSACK	\$6,252.00	\$6,252.00
	CO9030Z	BASIC BACKSACK	\$2,102.40	\$2,102.40
	CO9047	CORONA BURLAP SIGNATURE	\$720.00	\$720.00
	CO9054WC	Corona E/W corduroy tot	\$17,328.46	\$17,328.46
	CO9059Z	Ctn cnvs tote	\$2,520.00	\$2,520.00
	CO9060Z	Ctn cnvs tote	\$1,710.00	\$1,710.00
	CO9065	CTTN CNVS TOTE	\$3,118.50	\$3,118.50
	CO9067Z	CORONA CNVS MINI MESSEN	\$2,850.00	\$2,850.00
	CO9068	CORONA NYLON BACKSACK	\$2,970.00	\$2,970.00
	CO9068WC	CORONA NYLON BACKSACK	\$10,830.24	\$10,830.24
	CO9068Z	CORONA NYLON BACKSACK	\$1,471.68	\$1,471.68
	CO9070	CORONA NYLON BACKSACK	\$1,080.00	\$1,080.00
	CO9070SP	BURLAP TOTE W/SCREEN PR	\$13,950.00	\$13,950.00
		BURLAP TOTE W/SCREEN PR	\$646,283.84	\$646,283.84
	<b>Mar-07 Total</b>		\$1.00	\$1.00
Apr-07	CO1002K	TIPPING BEANIE	\$22.00	\$22.00
	CO1003MV	TIPPING BEANIE	\$23.00	\$23.00
	CO1026MV	CUFFED RADAR HAT	\$6.00	\$6.00
	CO1049KM	UNCONSTRUCTED CORONA	\$1,392.00	\$1,392.00
	CO2003K	VER STRIPE TRUCKER	\$966.00	\$966.00
	CO2004B	UNCONSTRUCTED CORONA	\$11,387.15	\$11,387.15
	CO2004WC	UNCONSTRUCTED CORONA	\$15,848.40	\$15,848.40
	CO2004WM	LOGO CAP		

Apr-07	CO2004WMS	UNCONSTRUCTED CORONA	\$38,692.80	\$38,692.80
	CO2005	UNCONSTRUCTED 2 TONE	\$731.50	\$731.50
	CO2010	MILITARY PATCH	\$2,673.00	\$2,673.00
	CO2011	CAMO MILITARY DISTRESS	\$28,140.00	\$28,140.00
	CO2011K	CAMO MILITARY DISTRESS	\$2,207.80	\$2,207.80
	CO2014	CORONA STRAW COWBOY	\$12,045.50	\$12,045.50
	CO2020	UNCONSTRUCTED CORONA	\$1.00	\$1.00
	CO2031	ADJUSTABLE WRAP AROUND	\$9.00	\$9.00
	CO2048	LARGE LOGO VISOR	(\$108.00)	(\$108.00)
	CO2081MV	STENCIL MILITARY	\$1,275.00	\$1,275.00
	CO2081S	STENCIL MILITARY	\$535.35	\$535.35
	CO2081TG	STENCIL MILITARY	\$3,532.80	\$3,532.80
	CO2081WC	STENCIL MILITARY	\$8,679.60	\$8,679.60
	CO2081WM	STENCIL MILITARY	\$8,864.40	\$8,864.40
	CO2096	SAVE WATER	\$28.00	\$28.00
	CO2096S	SAVE WATER	\$44.00	\$44.00
	CO2096TT	SAVE WATER	\$44.00	\$44.00
	CO2096WC	SAVE WATER DRINK CORONA	\$11,387.16	\$11,387.16
	CO211K	HEAVY WASH TWILL CAP W/	\$522.90	\$522.90
	CO2111MV	HEAVY WASH TWILL CAP W	\$1,125.00	\$1,125.00
	CO2111S	HEAVY WASH TWILL CAP W	\$357.00	\$357.00
	CO2112	UNCONSTRUCTED HEAVY WAS	\$33,244.00	\$33,244.00
	CO2128	BASIC TERRY WRISTBAND	\$1.00	\$1.00
	CO2138SH	DSTRSSD PGMNT WSHD ADJ	\$576.00	\$576.00
	CO2138SP	CORONA BB FLOCKED LOGO	\$2,052.00	\$2,052.00
	CO2144	HVY WSHD CTTN TWL ADJ B	\$1,080.00	\$1,080.00
	CO2157	FLR PATCH WITH BLEACH A	\$492.00	\$492.00
	CO2159WM	TWO TONE HVY WASH CAP	\$8,300.70	\$8,300.70
	CO2167	CORONA BOTTLE CAP	\$5,256.00	\$5,256.00
	CO2172SH	STRAW COWBOY W TIKI ORN	\$936.00	\$936.00
	CO2173MV	ADJ CORN HUSK TRUCKER	\$3.00	\$3.00
	CO2191MV	CWBY W/SILVER BEADED BA	\$2,100.00	\$2,100.00
	CO2197WM	CORONA SWOOSH WSHD TWL	\$86,424.00	\$86,424.00
	CO2198	CORONA SWOOSH WSHD TWL	\$28,140.00	\$28,140.00
	CO2199S	CHANELLE CROWN 2 TNE W	\$408.00	\$408.00
	CO2205SP	BLURRED LOGO DSTRSD TRU	\$12,000.00	\$12,000.00
	CO2219DG	ASST 4 CORONA DG DELIVE	\$52,531.20	\$52,531.20



Apr-07	CO5002	LOGO PRINT BACKSACK	\$926.00	\$926.00
	CO5006	NYLON BOTL SAVE WATER B	\$28.00	\$28.00
	CO5006SP	NYLON BOTL SAVE WATER	\$8.00	\$8.00
	CO5009	CORONA COOLER	\$11.00	\$11.00
	CO5016WM	SAVE WATER TRIFOLD NYLO	\$4,260.04	\$4,260.04
	CO5018WM	CORONA LOGO TRIFOLD NYL	\$4,259.30	\$4,259.30
	CO6006	CORONA BEANIE	\$8.00	\$8.00
	CO6007	CORONA UNCONSTRUCTED	\$2,208.00	\$2,208.00
	CO6007FD	CORONA JUNIORS FD ASSTM	\$41,940.00	\$41,940.00
	CO6008	JUNIOR VISOR	\$2,250.00	\$2,250.00
	CO6032	SAVE WATER DRINK CORONA	\$2,091.00	\$2,091.00
	CO6033K	CORONA RIP VISOR	\$78.00	\$78.00
	CO6056	FRAYED EDGE FATIGUE HAT	\$3,388.00	\$3,388.00
	CO6063SP	CORONA BASEBALL CAP	\$12,000.00	\$12,000.00
	CO7001L	PROPERTY OF TEE	\$1,225.00	\$1,225.00
	CO7001M	PROPERTY OF TEE	\$800.00	\$800.00
	CO7001XL	PROPERTY OF TEE	\$1,225.00	\$1,225.00
	CO7005L	PROPERTY OF TEE	\$1,225.00	\$1,225.00
	CO7005M	PROPERTY OF TEE	\$800.00	\$800.00
	CO7005XL	PROPERTY OF TEE	\$1,225.00	\$1,225.00
	CO7007L	PROPERTY OF TEE	\$1,225.00	\$1,225.00
	CO7007M	PROPERTY OF TEE	\$800.00	\$800.00
	CO7007XL	PROPERTY OF TEE	\$1,225.00	\$1,225.00
	CO7011L	PROPERTY OF TEE	\$1,225.00	\$1,225.00
	CO7011M	PROPERTY OF TEE	\$800.00	\$800.00
	CO7011XL	PROPERTY OF TEE	\$1,225.00	\$1,225.00
	CO7012SP	HAT/TSHIRT COMBO CO2262	\$29,952.00	\$29,952.00
	CO7052	HAT/TSHIRT COMBO CO7052	\$74,547.00	\$74,547.00
	CO7052FG	HAT/TSHIRT COMBO CO2167	\$6,900.00	\$6,900.00
	CO7052SP	HAT/TSHIRT COMBO CO2167	\$36,000.00	\$36,000.00
	CO7057	HAT/TSHIRT COMBO CO7057	\$74,547.00	\$74,547.00
	CO7057FG	MENS COR BDNL CO7001/CO	\$6,900.00	\$6,900.00
	CO7059SP	HAT/TSHIRT COMBO:CO7006	\$24,048.00	\$24,048.00
	CO8027SP	BABYDOLL TSHIRT W/PRINT	\$16,614.00	\$16,614.00
	CO9006	BOTTLE BACK SACK	\$4.00	\$4.00
	CO9007	CORONA BACKSACK	\$144.00	\$144.00
	CO9011	SP05	\$18.00	\$18.00

Apr-07	CO9048	BURLAP SIGNATURE TOTE T	\$2.00	\$2.00
	CO9059	Ctn cnvs tote	\$900.00	\$900.00
	CO9062SP	CTTN CNVS HOBO W/STUDS	\$8,020.00	\$8,020.00
	CO9065	CTTN CNVS TOTE	\$6.00	\$6.00
	CO9068	CORONA NYLON BACKSACK	\$144.00	\$144.00
	CO9069SP	COTTON CANVAS HOBO W/ S	\$5,830.00	\$5,830.00
	<b>Apr-07 Total</b>		<b>\$755,008.60</b>	<b>\$755,008.60</b>
May-07	CO1047WM	MIGHTY JACQUARD BEANIE	\$3.00	\$3.00
	CO2003	VER STRIPE TRUCKER	\$66.00	\$66.00
	CO2003K	VER STRIPE TRUCKER	\$1,368.00	\$1,368.00
	CO2004	UNCONSTRUCTED CORONA	\$6,564.00	\$6,564.00
	CO2004WM	LOGO CAP	\$3,925.00	\$3,925.00
	CO2004WMS	UNCONSTRUCTED CORONA	\$35.70	\$35.70
	CO2004Z	LOGO CAP	\$1,029.60	\$1,029.60
	CO2010	MILITARY PATCH	\$66.00	\$66.00
	CO2011K	CORONA ASSORTMENT-AS1004WG	\$3,934.20	\$3,934.20
	CO2017	STRIPE WRISTBAND	\$66.00	\$66.00
	CO2018MV	TWILL TAPE BUCKET	\$612.00	\$612.00
	CO2023	JERSEY MESH VISOR	\$282.00	\$282.00
	CO2031	ADJUSTABLE WRAP AROUND	\$34.00	\$34.00
	CO2048	LARGE LOGO VISOR	\$21.00	\$21.00
	CO2081TG	STENCIL MILITARY	\$3,033.60	\$3,033.60
	CO2081WM	STENCIL MILITARY	\$3,267.00	\$3,267.00
	CO2096	SAVE WATER DRINK CORONA	\$4,608.00	\$4,608.00
	CO2100	HEAVY WASH TWILL BUCKET	\$1,134.00	\$1,134.00
	CO2108WM	UNCONSTRUCTED HEAVY WAS	\$10.00	\$10.00
	CO2111K	HEAVY WASH TWILL CAP W/	\$921.30	\$921.30
	CO2144	HVY WSHD CTTN TWL ADJ B	\$1,146.00	\$1,146.00
	CO2157	FLR PATCH WITH BLEACH A	\$1,026.00	\$1,026.00
	CO2159WM	TWO TONE HVY WASH CAP	\$6.00	\$6.00
	CO2167	CORONA BOTTLE CAP	\$81.00	\$81.00
	CO2191MV	CWBY W/SILVER BEADED BA	\$2,100.00	\$2,100.00
	CO2219DG	ASST 4 CORONA DG DELIVE	\$27,302.40	\$27,302.40
	CO5006	NYLON BOTL SAVE WATER B	\$648.00	\$648.00
	CO6007	CORONA UNCONSTRUCTED	\$6,564.00	\$6,564.00
	CO6007WC	CORONA JUNIORS BASEBALL	\$13,274.62	\$13,274.62
	CO6064WC	CORONA HIBISCUS TWILL C	\$13,274.62	\$13,274.62

May-07	CO7012SP	HAT/TSHIRT COMBO CO2262	\$48,096.00	\$48,096.00	
	CO9007	CORONA BACKSACK	(\$144.00)	(\$144.00)	
	CO9054SP	Corona E/W corduroy tot	\$23,242.25	\$23,242.25	
	CO9054WC	Corona E/W corduroy tot	\$25,992.70	\$25,992.70	
	CO9068	CORONA NYLON BACKSACK	(\$144.00)	(\$144.00)	
	CO9068WC	CORONA NYLON BACKSACK	\$10,830.22	\$10,830.22	
	CO9070	BURLAP TOTE W/SCREEN PR	\$144.00	\$144.00	
	CO6007WM	CORONA JUNIORS BASEBALL	\$39,992.30	\$39,992.30	
	CO6057	-BTS07WMN	\$213.98	\$213.98	
	CO6063	-BTS07WMN	\$213.98	\$213.98	
	CO2014B	CORONA COWBOY	\$2,880.00	\$2,880.00	
	CO2111	HEAVY WASH TWILL CAP W/	\$786.00	\$786.00	
	CO2201	FELT LOGO WSHD TWL ADJ	\$792.00	\$792.00	
	CO6064	CORONA HIBISCUS TWILL C	\$1,974.00	\$1,974.00	
	CO2093WM	CORONA EXTRA BANDANA	\$21.00	\$21.00	
	CO2094WM	GOT LIME BANDANA	\$21.00	\$21.00	
	CO6064WM	CORONA HIBISCUS TWILL C	\$41,783.00	\$41,783.00	
	CO2162B	PAPER RAFIA TRUCKER	\$2,352.00	\$2,352.00	
	CO2175B	CORN HUSK BB CAP W EMBR	\$2,646.00	\$2,646.00	
	CO2082WM	CORONA DOO RAG	\$52.00	\$52.00	
	CO6030WC	CORONA COWBOY HAT-AIR F	\$26,549.62	\$26,549.62	
	CO8013	SCREENPRINTED FLIP FLOP	\$4,875.00	\$4,875.00	
	CO8014	SCREENPRINTED FLIP FLOP	\$4,125.00	\$4,125.00	
	CO8015	SCREENPRINTED FLIP FLOP	\$1,500.00	\$1,500.00	
	CO8027MD	BABYDOLL TSHIRT W/PRINT	\$6,720.00	\$6,720.00	
	CO8028MD	CORONA EXTRA OVAL	\$6,720.00	\$6,720.00	
	CO9048Z	BURLAP TOTE	\$3,921.60	\$3,921.60	
	<b>May-07 Total</b>		<b>\$352,558.68</b>	<b>\$352,558.68</b>	
Jun-07	CO2004	UNCONSTRUCTED CORONA	(\$60.00)	(\$60.00)	
	CO2004WMS	UNCONSTRUCTED CORONA	\$1,200.00	\$1,200.00	
	CO2004Z	LOGO CAP	\$5.16	\$5.16	
	CO2081MV	STENCIL MILITARY	\$612.00	\$612.00	
	CO2081S	STENCIL MILITARY	\$1,108.05	\$1,108.05	
	CO2081TG	STENCIL MILITARY	\$1,420.80	\$1,420.80	
	CO2081WC	STENCIL MILITARY	\$1.72	\$1.72	
	CO2081WM	STENCIL MILITARY	\$900.00	\$900.00	
	CO2096S	SAVE WATER	\$913.50	\$913.50	
	<b>Jun-07 Total</b>		<b>\$5.16</b>	<b>\$5.16</b>	

Jun-07	CO2096WC	SAVE WATER DRINK CORONA ADJ CA	\$14,757.60	\$14,757.60	\$14,757.60
	CO2111MV	HEAVY WASH TWILL CAP W/HEAT	\$1,125.00	\$1,125.00	\$1,125.00
	CO2111S	HEAVY WASH TWILL CAP W/HEAT	\$1,050.00	\$1,050.00	\$1,050.00
	CO2167	CORONA BOTTLE CAP	\$1,200.00	\$1,200.00	\$1,200.00
	CO2193MV	2 TONE PRNT FRYD ADJ CAP	\$1,275.00	\$1,275.00	\$1,275.00
	CO2199K	CHANELLE CROWN 2 TNE WSHD TWL	\$2,608.00	\$2,608.00	\$2,608.00
	CO2199S	CHANELLE CROWN 2 TNE WSHD TWL	\$960.00	\$960.00	\$960.00
	CO2219DG	ASST 4 CORONA DG DELIVERIES	\$23,328.00	\$23,328.00	\$23,328.00
	CO5006	NYLON BOTL SAVE WATER BACSACK	\$324.00	\$324.00	\$324.00
	CO6007	CORONA UNCONSTRUCTED	\$7.74	\$7.74	\$7.74
	CO9030	BASIC BACKSACK	\$1,800.00	\$1,800.00	\$1,800.00
	CO9054SP	Corona E/W corduroy tote	\$23,250.00	\$23,250.00	\$23,250.00
	CO9059	Ctn cnvs tote	\$571.20	\$571.20	\$571.20
	CO9068	CORONA NYLON BACKSACK	\$210.00	\$210.00	\$210.00
	CO1044	JACQUARD BEANIE	\$3.44	\$3.44	\$3.44
	CO1047	MIGHTY JACQUARD BEANIE	\$1.72	\$1.72	\$1.72
	CO2201B	FELT LOGO WSHD TWL ADJ CAP	\$3,552.00	\$3,552.00	\$3,552.00
	CO2204B	BIKINI WSHD TWL ADJ CAP	\$3,552.00	\$3,552.00	\$3,552.00
	CO2210B	SPOT LOGO DSTRSD TRUCKER	\$3,600.00	\$3,600.00	\$3,600.00
	CO2211B	PRPTY OF MLTICLR TWL ADJ CAP	\$3,600.00	\$3,600.00	\$3,600.00
	CO6001	TONAL TRUCKER	\$5.16	\$5.16	\$5.16
	CO6005BT	RIP STOP ADJUSTABLE MILITARY	\$5.16	\$5.16	\$5.16
	CO6012WC	RIPSTOP HAT	\$5.16	\$5.16	\$5.16
	CO6033	VISOR	\$5.16	\$5.16	\$5.16
	CO6057	MILITARY HAT W/ FRAYED BAND	\$36,619.40	\$36,619.40	\$36,619.40
	CO6057WM	MILITARY HAT W/ FRAYED BAND	\$11,856.96	\$11,856.96	\$11,856.96
	CO6063	CORONA BASEBALL CAP	\$36,619.40	\$36,619.40	\$36,619.40
	CO6063WM	CORONA BASEBALL CAP	\$21,044.40	\$21,044.40	\$21,044.40
	CO8017	CORONA TERRY SLIPPERS	\$4,800.00	\$4,800.00	\$4,800.00
	CO9058	CANVAS FRAYED TOT	\$93,884.00	\$93,884.00	\$93,884.00
	CO9058W1	COTTON CANVAS TOTE	\$172.80	\$172.80	\$172.80
	CO9058WM	COTTON CANVAS TOTE	\$25,284.00	\$25,284.00	\$25,284.00
	CO9071	SCREENPRINTED TOTE	\$80,472.00	\$80,472.00	\$80,472.00
	CO9071WM	SCREENPRINTED TOTE	\$35,985.60	\$35,985.60	\$35,985.60
	CO9080SPB	HIBISCUS FLIP FLOP-TOTE SET	\$27,990.00	\$27,990.00	\$27,990.00
<b>Jun-07 Total</b>			<b>\$1,152.90</b>	<b>\$466,473.22</b>	<b>\$467,626.12</b>
Jul-07	CO2004	UNCONSTRUCTED CORONA	\$54.00	\$54.00	\$54.00



Jul-07	CO2096	SAVE WATER DRINK CORONA	\$648.00	\$648.00	\$648.00
	CO2144	HVY WSHD CTTN TWL ADJ B	\$648.00	\$648.00	\$648.00
	CO2157	FLR PATCH WITH BLEACH A	\$1,156.50	\$1,156.50	\$1,156.50
	CO2158	LEATHER PATCH MILITARY	\$1,419.00	\$1,419.00	\$1,419.00
	CO2167	CORONA BOTTLE CAP	\$648.00	\$648.00	\$648.00
	CO2199K	CHANELLE CROWN 2 TNE W	\$1,568.00	\$1,568.00	\$1,568.00
	CO2219DG	ASST 4 CORONA DG DELIVE	\$29,376.00	\$29,376.00	\$29,376.00
	CO6007	CORONA UNCONSTRUCTED	\$1,800.00	\$1,800.00	\$1,800.00
	CO6030	AIRBRUSH FLOWERS COWBOY	\$1,806.00	\$1,806.00	\$1,806.00
	CO9030	BASIC BACKSACK	\$1,200.00	\$1,200.00	\$1,200.00
	CO9047	CORONA BURLAP SIGNATURE	\$1,376.00	\$1,376.00	\$1,376.00
	CO9054SP	Corona E/W corduroy tot	\$31,000.00	\$31,000.00	\$31,000.00
	CO9069SP	COTTON CANVAS HOBO W/ S	\$11,000.00	\$11,000.00	\$11,000.00
	CO9070	BURLAP TOTE W/SCREEN PR	\$2,400.00	\$2,400.00	\$2,400.00
	CO6057WM	MILITARY HAT W/ FRAYED	\$26,033.76	\$26,033.76	\$26,033.76
	CO6063WM	CORONA BASEBALL CAP	\$33,739.20	\$33,739.20	\$33,739.20
	CO9058	Ctn cnvs frayed tote	\$784.00	\$784.00	\$784.00
	CO9071	-T12FTWMNB	\$672.00	\$672.00	\$672.00
	BACO2001TG	CORONA BOTTLE OPENER	\$13,010.45	\$13,010.45	\$13,010.45
	BACO7098WM	CORONA W-TAN UPPER	\$73,500.00	\$73,500.00	\$73,500.00
	BACO7122WM	CORONA STEAW FOOTBED	\$73,500.00	\$73,500.00	\$73,500.00
	BACO7123WM	CORONA BASIC SANDAL	\$73,500.00	\$73,500.00	\$73,500.00
	BACO7125WM	CORONA SUNSET PRINT	\$73,500.00	\$73,500.00	\$73,500.00
	CO1060WC	CORONA WAFFLE KNIT VISER	\$9,428.88	\$9,428.88	\$9,428.88
	CO1061K	CORONA WFLE KNIT W CHNSTICH FLT	\$16.00	\$16.00	\$16.00
	CO2014B	SAVEW WATER	\$78.00	\$78.00	\$78.00
	CO2100MV	CORONA BUCKET	\$60.00	\$60.00	\$60.00
	CO2108	UNCONSTRUCTED HEAVY WAS	\$6,836.00	\$6,836.00	\$6,836.00
	CO2203	BEER TEAM WSHD TWL ADJ	\$1,944.00	\$1,944.00	\$1,944.00
	CO2204	BIKINI WSHD TWL ADJ CAP	\$1,940.00	\$1,940.00	\$1,940.00
	CO9054SC	Corona E/W corduroy tot	\$2,052.00	\$2,052.00	\$2,052.00
	CO9058SC	Ctn cnvs frayed tote	\$1,475.50	\$1,475.50	\$1,475.50
	CO9071SC	SCREENPRINTED TOTE	\$4,537.73	\$4,537.73	\$4,537.73
<b>Jul-07 Total</b>			<b>\$1,854.00</b>	<b>\$480,853.02</b>	<b>\$482,707.02</b>
Aug-07	CO2003	VER STRIPE TRUCKER	\$771.00	\$771.00	\$771.00
	CO2004	LOGO CAP	\$4,836.00	\$4,836.00	\$4,836.00
	CO2004B	UNCONSTRUCTED CORONA	\$936.00	\$936.00	\$936.00

Aug-07	CO2010	MILITARY PATCH	\$2,880.00	\$2,880.00
	CO2081TG	STENCIL MILITARY	\$38.40	\$38.40
	CO2081WM	STENCIL MILITARY	\$444.00	\$444.00
	CO2096	SAVE WATER	\$8,568.00	\$8,568.00
	CO2096S	SAVE WATER	\$1,521.00	\$1,521.00
	CO2100	HEAVY WASH TWILL BUCKET	\$6,690.00	\$6,690.00
	CO2111K	HEAVY WASH TWILL CAP W/H	\$3,228.00	\$3,228.00
	CO2111S	HEAVY WASH TWILL CAP W/	\$1,764.00	\$1,764.00
	CO2143	PINSTRIPED DENIM MILITARY	\$1,692.00	\$1,692.00
	CO2158	LEATHER PATCH MILITARY	\$1,632.00	\$1,632.00
	CO2167	CONSTRUCTED ADJUSTABLE B	\$1,836.00	\$1,836.00
	CO2199K	CHANELLE CROWN 2 TNE WS	\$2,816.00	\$2,816.00
	CO2199S	CHANELLE CROWN 2 TNE WS	\$2,016.00	\$2,016.00
	CO2219DG	ASST 4 CORONA DG DELIVER	\$17,798.40	\$17,798.40
	CO5009RS	CORONA COOLER	\$3,150.00	\$3,150.00
	CO5023RS	COOLER/HOLD 24 CANS	\$3,400.00	\$3,400.00
	CO6057	MILITARY HAT W/ FRAYED B	\$36.09	\$36.09
	CO6063	CORONA BASEBALL CAP *PPK	\$36.09	\$36.09
	CO9058WM	COTTON CANVAS TOTE	\$15,993.60	\$15,993.60
	CO9071WM	SCREENPRINTED TOTE	\$26,930.40	\$26,930.40
	BACO2001TG	CORONA BOTTLE OPENER	\$14,364.00	\$14,364.00
	BACO7098WM	CORONA WITH TAN UPPER	\$31,710.00	\$31,710.00
	BACO7122WM	CORONA STRAW FOOTBED	\$31,710.00	\$31,710.00
	BACO7123WM	CORONA BASIC SANDAL	\$31,710.00	\$31,710.00
	BACO7125WM	CORONA SUNSET PRINT	\$31,710.00	\$31,710.00
	CO1061K	WFLE KNT W/CHNSTITCH FLT	\$1,616.00	\$1,616.00
	CO2100MV	CORONA BUCKET	\$2,160.00	\$2,160.00
	AS1023KM	ASST CORONA BEANIE	\$15,611.00	\$15,611.00
	BACO7084K	CORONA CANVAS FLIP FLOP	\$1,125.00	\$1,125.00
	BACO7099K	CORONA SPORTY SUEDED FLI	\$1,050.00	\$1,050.00
	BACO7122K	CORONA WOVEN STRAW FLIP	\$1,155.00	\$1,155.00
	CO1072GO	3D EMB DSCHARGE PRNT ACD	\$1,449.00	\$1,449.00
	CO2111	HEAVY WASH TWILL CAP W/H	\$1,308.00	\$1,308.00
	CO2201	FELT LOGO WSHD TWL ADJ C	\$5,202.00	\$5,202.00
	CO2268KM	KMART ASSORTMENT	\$35,977.50	\$35,977.50
	CO6023WM	CORONA SKULL KNIT HAT *P	\$114,989.20	\$114,989.20
	CO6024WM	CORONA SKULL KNIT HAT *P	\$114,989.20	\$114,989.20

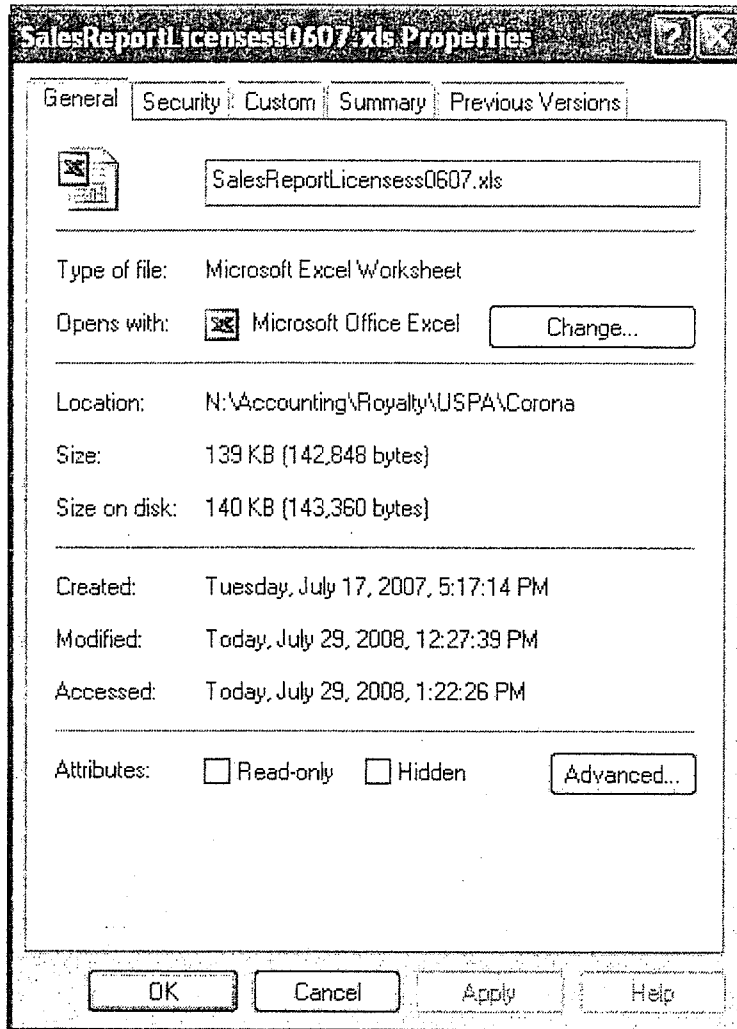
Aug-07 Total		\$5,772.00	\$541,076.88	\$546,848.88
Sep-07	UNCONSTRUCTED CORONA	\$4,200.00		\$4,200.00
CO2004B	LOGO CAP	\$216.00		\$216.00
CO2004WM	MILITARY PATCH		\$120.00	\$120.00
CO2010	STENCIL MILITARY		\$438.00	\$438.00
CO2081WM	SAVE WATER		\$60.00	\$60.00
CO2096B	HEAVY WASH TWILL CAP W		\$60.00	\$60.00
CO2111S	HEAVY WASH TWILL CAP W/		\$60.00	\$60.00
CO2144	HVY WSHD CTTN TWL ADJ B		\$117.50	\$117.50
CO2167	CORONA BOTTLE CAP		\$1,098.00	\$1,098.00
CO2219DG	ASST 4 CORONA DG DELIVE		\$22,982.40	\$22,982.40
CO5006	NYLON BOTL SAVE WATER B		\$30.00	\$30.00
CO6007	CORONA UNCONSTRUCTED	\$1,008.00		\$1,008.00
CO6030	AIRBRUSH FLOWERS COWBOY		\$2,775.50	\$2,775.50
CO9007	CORONA BACKSACK		\$72.00	\$72.00
CO9030	BASIC BACKSACK		\$102.00	\$102.00
CO9047	CORONA BURLAP SIGNATURE		\$330.00	\$330.00
CO9070	BURLAP TOTE W/SCREEN PR		\$570.00	\$570.00
CO6057	MILITARY HAT W/ FRAYED B		\$645.99	\$645.99
CO6063	CORONA BASEBALL CAP *PPK		\$645.99	\$645.99
BACO2001TG	CORONA BOTTLE OPENER		\$6,703.20	\$6,703.20
CO1061K	WFE KNT W/CHNSTITCH FL		\$11,120.00	\$11,120.00
CO2100MV	CORONA BUCKET		\$352.75	\$352.75
CO6023WM	KNIT BEANIE		\$9,828.00	\$9,828.00
CO6024WM	KNIT BEANIE		\$7,056.00	\$7,056.00
7318787043	BEERS CORONA REV TIPPED		\$7,587.00	\$7,587.00
BACO7084	CORONA CANVAS THONG		\$4,882.50	\$4,882.50
BACO7099	CORONA SPORTY STRAP THO		\$9,660.00	\$9,660.00
BACO7122	CORONA WOVEN STRAP THON		\$5,243.70	\$5,243.70
CO1013TT	ACID WASH		\$169.50	\$169.50
CO2145B	HVY WSHD CTTN TWILL ADJ		\$60.00	\$60.00
CO2147TG	COTTON MILITARY		\$60.00	\$60.00
CO2199	CHAMIELLE CROWN 2 THE WS		\$4,882.50	\$4,882.50
CO2214	SUN BLCHD APLQ W/WIDE CR		\$4,882.50	\$4,882.50
CO2238	CHEM FAB TWL APQ STR TWL		\$4,882.50	\$4,882.50
CO6064	CORONA HIBISCUS TWILL C		\$60.00	\$60.00
CO9054	Corona E/W corduroy tot		\$72.00	\$72.00

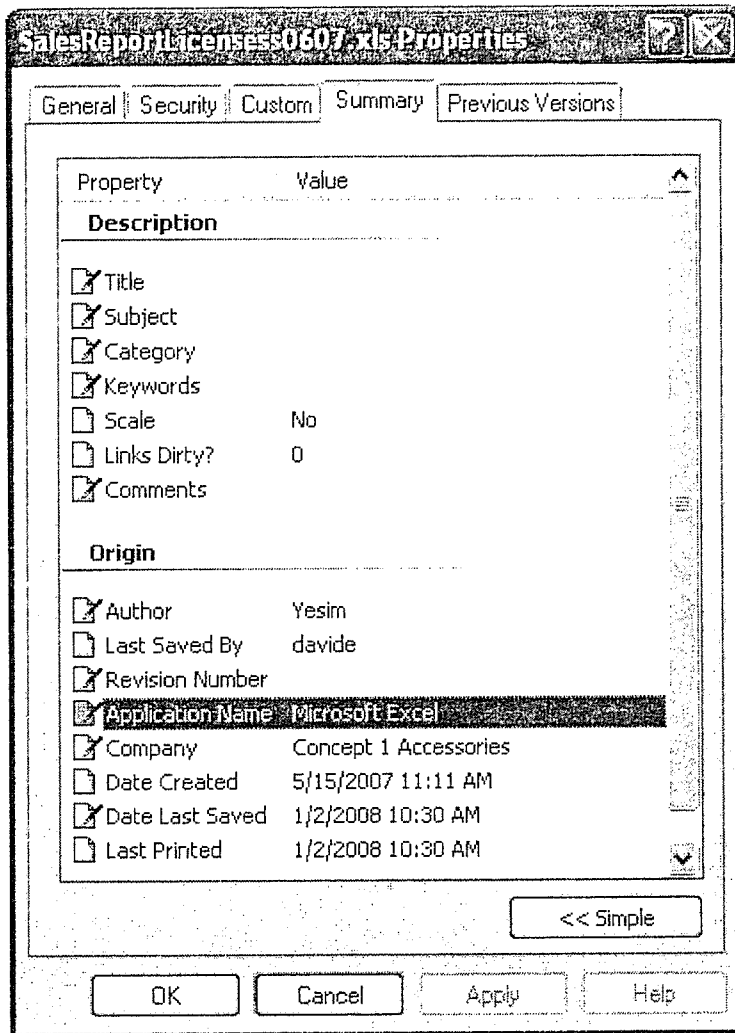
Sep-07 Total		\$5,424.00	\$107,609.53	\$113,033.53
Oct-07	CO2017	STRIPE WRISTBAND	\$275.50	\$275.50
	CO2066SP	LARGE LOGO VISOR	\$1,269.00	\$1,269.00
	CO2081WM	STENCIL MILITARY	\$768.00	\$768.00
	CO2096B	SAVE WATER	\$712.50	\$712.50
	CO2111S	HEAVY WASH TWILL CAP W/HEAT	\$1,807.50	\$1,807.50
	CO2158	LEATHER PATCH MILITARY	\$3.75	\$3.75
	CO2167	CORONA BOTTLE CAP	\$9,342.00	\$9,342.00
	CO2182SP	PLAID ADJ CAP	\$450.00	\$450.00
	CO2199S	CHANELLE CROWN 2 TNE WSHD TWL	\$1,308.00	\$1,308.00
	CO2209SP	GOLD LOGO DSTRSD TRUCK	\$360.00	\$360.00
	CO2219DG	ASST 4 CORONA DG DELIVERIES	\$41,068.80	\$41,068.80
	CO4001WM	NYLON BEACH UMBRELLA	(\$218.50)	(\$218.50)
	CO5009RS	CORONA COOLER	\$4,200.00	\$4,200.00
	CO5023RS	COOLER/HOLD 24 CANS	\$3,500.00	\$3,500.00
	CO6007	CORONA UNCONSTRUCTED	\$0.00	\$0.00
	CO9047	CORONA BURLAP SIGNATURE	\$710.00	\$710.00
	CO9070	BURLAP TOTE W/SCREEN PR	\$1,295.00	\$1,295.00
	CO9070SP	BURLAP TOTE W/SCREEN PR	\$600.00	\$600.00
	CO2201B	FELT LOGO WSHD TWL ADJ CAP	\$13.75	\$13.75
	CO2204B	BIKINI WSHD TWL ADJ CAP	\$13.75	\$13.75
	BACO7098WM	CORONA W-TAN UPPER	(\$105.00)	(\$105.00)
	BACO7122WM	CORONA STRAW FOOTBED	(\$105.00)	(\$105.00)
	BACO7123WM	CORONA BASIC SANDAL	(\$105.00)	(\$105.00)
	BACO7125WM	CORONA SUNSET PRINT	(\$105.00)	(\$105.00)
	CO1061K	WFLE KNT W/CHNSTITCH FLT APQ	\$11,568.00	\$11,568.00
	CO2014B	SAVE WATER	\$367.50	\$367.50
	AS1023KM	ASST CORONA BEANIE	\$1,976.50	\$1,976.50
	BACO7084K	CORONA CANVAS FLIP FLOP	\$1,800.00	\$1,800.00
	BACO7122K	CORONA WOVEN STRAW FLIP FLOP	\$1,848.00	\$1,848.00
	CO6023WM	KNIT BEANIE	\$11,989.60	\$11,989.60
	CO6024WM	KNIT BEANIE	\$9,217.60	\$9,217.60
	CO2145B	HVY WSHD CTN TWILL ADJ	\$720.00	\$720.00
	CO2147TG	COTTON MILITARY	\$720.00	\$720.00
	CO2081TT	STENCIL MILITARY	\$1,008.00	\$1,008.00
	CO9047SP	CORONA BURLAP SIGNATURE	\$525.00	\$525.00
	CO2129SP	3-COLOR STRIPED WRISTBAND	\$222.00	\$222.00



Oct-07	CO2162B	PAPER RAFIA TRUCKER	\$15.00	\$15.00	\$15.00
	CO2175B	CORN HUSK BB CAP W EMBR	\$15.00	\$15.00	\$15.00
	CO2206TT	BOTTLED LOGO DSTRSSD TRUCKER	\$25.00	\$25.00	\$25.00
	CO1055WC	CUT OUT "C" BEANIE	\$4,847.75	\$4,847.75	\$4,847.75
	BACO7081KM	BUNDLE BACO1075/BACO7080	\$58,776.48	\$58,776.48	\$58,776.48
			\$172,700.48	\$172,700.48	\$172,700.48
<b>Oct-07 Total</b>			\$1,629.00		\$1,629.00
Nov-07	CO2004	UNCONSTRUCTED CORONA	\$936.00	\$936.00	\$936.00
	CO2004B	UNCONSTRUCTED CORONA	\$2,760.00	\$2,760.00	\$2,760.00
	CO2010	MILITARY PATCH	\$11.00	\$11.00	\$11.00
	CO2023	JERSEY MESH VISOR	\$2,440.00	\$2,440.00	\$2,440.00
	CO2048	LARGE LOGO VISOR	\$5,229.00	\$5,229.00	\$5,229.00
	CO2081S	STENCIL MILITARY	\$8,511.00	\$8,511.00	\$8,511.00
	CO2096	SAVE WATER DRINK CORONA ADJ CA	\$270.00	\$270.00	\$270.00
	CO2096B	SAVE WATER	\$5,064.00	\$5,064.00	\$5,064.00
	CO2100	HEAVY WASH TWILL BUCKET	\$1,617.00	\$1,617.00	\$1,617.00
	CO2143	PINSTRIPED DENIM MILITARY CAP	\$3.00	\$3.00	\$3.00
	CO2159WM	TWO TONE HVY WASH CAP	\$27,092.47	\$27,092.47	\$27,092.47
	CO2167	CORONA BOTTLE CAP	\$143,078.40	\$143,078.40	\$143,078.40
	CO2219DG	ASST 4 CORONA DG DELIVERIES	(\$47.50)	(\$47.50)	(\$47.50)
	CO4001WM	NYLON BEACH UMBRELLA	\$68.00	\$68.00	\$68.00
	CO5006	NYLON BOTL SAVE WATER BACSACK	\$113.00	\$113.00	\$113.00
	CO9007	CORONA BACSACK	\$574.00	\$574.00	\$574.00
	CO9030	BASIC BACSACK	\$616.00	\$616.00	\$616.00
	CO9068	CORONA NYLON BACSACK	\$62.00	\$62.00	\$62.00
	CO6007WM	CORONA JUNIORS BASEBALL CAP	\$137.00	\$137.00	\$137.00
	CO6057WM	MILITARY HAT W/ FRAYED BAND	\$138.00	\$138.00	\$138.00
	CO6063WM	CORONA BASEBALL CAP	\$3,370.00	\$3,370.00	\$3,370.00
	CO1061K	WFLE KNT W/CHNSTITCH FELT APQ	\$2,700.00	\$2,700.00	\$2,700.00
	BACO7084K	CORONA CANVAS FLIP FLOP	\$2,772.00	\$2,772.00	\$2,772.00
	BACO7122K	CORONA WOVEN STRAW FLIP FLOP	\$3,900.00	\$3,900.00	\$3,900.00
	CO2111	HEAVY WASH TWILL CAP W/HEAT	\$5,070.00	\$5,070.00	\$5,070.00
	CO2201	FELT LOGO WSHD TWL ADJ CAP	\$426.98	\$426.98	\$426.98
	CO6023WM	CORONA SKULL KNIT HAT *ASAS6001WM*	\$2,304.05	\$2,304.05	\$2,304.05
		KNIT BEANIE	\$426.98	\$426.98	\$426.98
	CO6024WM	CORONA SKULL KNIT HAT *ASAS6001WM*	\$1,646.05	\$1,646.05	\$1,646.05
		KNIT BEANIE	\$313,696.80	\$313,696.80	\$313,696.80
	ASAS8001DG	BUNDLE ASSTMNT FOR CORONA			

Nov-07	BABO8115	LADIES CORONA BABYDOLL TSHIRT	\$9,072.00	\$9,072.00
	BABO8117	BUNDLE BACO8114/BACO6092	\$9,072.00	\$9,072.00
	BACO8115SP	BUNDLE BACO8114/BACO6091	\$59,904.00	\$59,904.00
	BACO8117SP	BUNDLE BACO8114/BACO6092	\$59,904.00	\$59,904.00
	BACO2001SP	CORONA BOTTLE OPENER STRTCH	\$36,192.00	\$36,192.00
	BAOC2003SP	CORONA TRUCKER BOTTLE OPENER	\$36,192.00	\$36,192.00
	CO2081TT	STENCIL MILITARY	\$1,200.00	\$1,200.00
	CO2093WM	CORONA EXTRA BANDANA	\$49.00	\$49.00
	CO2094WM	GOT LIME BANDANA	\$1,251.00	\$1,251.00
	CO2156WM	CORONA BOTTLE CAP BANDANA	\$310.80	\$310.80
	CO5022	CD VISOR	\$1,127.00	\$1,127.00
	CO6064WM	CORONA HIBISCUS TWILL CO6051WC	\$60.00	\$60.00
<b>Nov-07 Total</b>			<b>\$2,627.00</b>	<b>\$748,321.03</b>
Dec-07	CO2081WC	STENCIL MILITARY	\$14,440.31	\$14,440.31
	CO2081Z	STENCIL MILITARY	\$15,540.00	\$15,540.00
	CO2167	CORONA BOTTLE CAP	\$275.00	\$275.00
	CO9030	BASIC BACKSACK	(\$610.00)	(\$610.00)
	CO6023WM	KNIT BEANIE	(\$19.50)	(\$19.50)
	CO6024WM	KNIT BEANIE	(\$21.00)	(\$21.00)
	BAOC2001SP	CORONA BOTTLE OPENER STRTCH	\$36,192.00	\$36,192.00
	BAOC2003SP	CORONA TRUCKER BOTTLE OPENER	\$36,192.00	\$36,192.00
	CO2081TT	STENCIL MILITARY	\$379.00	\$379.00
	CO2167Z	CONSTRUCTED ADJUSTABLE BB CAP	\$10,500.00	\$10,500.00
	CO2156Z	CORONA BANDANA	\$8,736.00	\$8,736.00
	CO2147Z	COTTON MILITARY	\$6,258.00	\$6,258.00
	BACO7128WM	BUNDLE CO7036/CO2004	\$223,237.60	\$223,237.60
	BACO7133WM	CORONA BROWN COMBO ASST	\$124,404.00	\$124,404.00
	BACO7132WM	CORONA WHITE COMBO ASST	\$144,562.40	\$144,562.40
	BACO7130WM	CORONAL GREY COMBO ASST	\$281,452.80	\$281,452.80
	BACO7129WM	NAVY COMBO ASSORTMENT	\$192,444.80	\$192,444.80
<b>Dec-07 Total</b>			<b>\$1,093,963.41</b>	<b>\$1,093,963.41</b>
<b>Grand Total</b>			<b>\$16,829.90</b>	<b>\$6,173,569.46</b>







# Exhibit C

IRA DANIEL TOKAYER  
ATTORNEY AT LAW  
42 WEST 38TH STREET  
SUITE 802  
NEW YORK, NEW YORK 10018

TEL: (212) 695-5250  
FAX: (212) 695-5450

July 29, 2008

BY FAX

Joanna Diakos, Esq.  
Kirkpatrick & Lockhart Preston Gates Ellis LLP  
599 Lexington Avenue  
New York, New York 10022

Re: Cerveceria Modelo, S.A. de C.V., et ano.  
v. USPA Accessories LLC, d/b/a Concept One  
Accessories, 07 CV 7998

Dear Joanna:

As requested, Concept One's supplemental damages calculation is as follows.

In 2006, when Concept One was one of sixty nine licensees, it sold approximately \$4 million of Corona-brand headwear and bags. In 2007, Concept One became one of eighteen licensees. Accordingly, in 2007, its projected headwear and bags sales for 2007 were approximately four times greater than 2006, or \$16 million.

To calculate lost profits, the total sales should be reduced by: (i) approximately \$4.5 million of headwear and bags actually sold; (ii) the cost of goods (approximately 50%); and (iii) other variable costs (approximately 10%). Thus, lost profits for lost 2007 headwear and bags sales is approximately \$4.6 million.

This figure does not take into account that C1's major competitor for headwear was eliminated for 2007. It also does not include lost sales of product in the additional categories of flip-flops, t-shirts and umbrellas, including a \$3.5 million Walmart order, lost profits on which would have totaled approximately \$1.4 million using the same calculation as above.

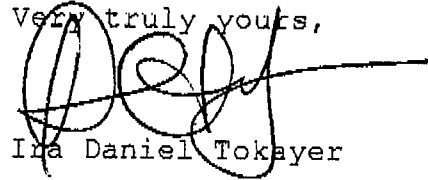
Please be advised that after adding fixed costs to the cost of goods and variable costs above, Concept One's net profits on the approximately \$6 million of Corona-brand sales in 2007 was \$260,000.

Joanna Diakos, Esq.  
Kirkpatrick & Lockhart Preston Gates Ellis LLP  
July 29, 2008  
Page 2

I will be hand-delivering to you tomorrow schedules of net income and expenses for 2007, derived in the main from Concept One's most-current 2007 profit and loss statement. I will also be delivering monthly P&Ls for 2006 and 2007, as requested.

Defendant reserves the right to supplement its calculation of damages once the "highly confidential" designation is lifted from the 2006 license agreements, royalty reports and other royalties information, which we request you do immediately.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Ira Daniel Tokayer', with a long horizontal line extending to the right.

Ira Daniel Tokayer

Diakos Ltr 50.wpd

# Exhibit D

**-X**

**INSTRUCTIONS**

A. Each interrogatory shall be deemed continuing so as to require you to amend your responses if you learn that the response is in some material respect incomplete or incorrect and if the additional corrective information has not otherwise been made known to the parties during the discovery process or in writing, to the extent required by Rule 26(e)(2) of the Federal Rules of Civil Procedure.

B. If any response covered by these interrogatories, or sub-part thereof, is withheld by reason of a claim of privilege, the attorney asserting the privilege shall, in the objection to the interrogatory, or sub-part thereof, identify the nature of the privilege which is being claimed and if the privilege is asserted in connection with a claim or defense governed by state law, indicate the state's privilege rule being invoked; and the following information shall be provided in the objection, unless divulgence of such information would cause disclosure of the allegedly privileged information:

(a) for documents: (1) the type of documents; (2) general subject matter of the documents; (3) the date of the documents; and (4) such other information as is sufficient to identify the document for a subpoena duces tecum, including, where appropriate, the author of the document, the addressee of the document, and, where not apparent, the relationship of the author to the addressee;

(b) for oral communications: (1) the name of the person making the communication and the names of the persons present while the communication was made, and (2) where not apparent, the relationship of the persons present to the person making the communication, and (3) the general subject matter of the communication.

C. If any response covered by these interrogatories, or sub part thereof, is objected to other than on the grounds of privilege, and a response is not provided on the basis of such objection, all grounds for such objection must be stated with specificity.

D. Pursuant to Rule 33(b)(1) of the Federal Rules of Civil Procedure, no part or sub-part of an interrogatory shall be left unanswered merely because an objection is interposed to another part or sub-part of the interrogatory.

E. In the event that any document called for by these interrogatories has been destroyed, lost, discarded or otherwise disposed of, any such document is to be identified as completely as possible, including, without limitation, the following information: date of disposal, manner of disposal, reason for disposal, person authorizing disposal and person disposing of the document.

F. "Identify" as used herein with respect to the term "person" means (a) with respect to a natural person, to state the full name, current or last known home and business addresses and telephone numbers, and current or last known occupation of the individual; and (b) when "person" refers to any firm, partnership, association, joint venture, corporation, trustee (including any trustee in bankruptcy), public, private, or government entity, and any other entity means to state the full name, current of last known address and telephone number of the principal place of business of such entity.

G. "Identify" when used in reference to an oral communication means to state the date and time when it occurred, the place where it occurred, the complete substance and content of the communication, the person who made the communication, the person to whom such communication was made, and to identify any person who was present when such communication was made. If the communication was made by telephone, identify each and

every person who made each telephone call and who participated in each call, identify the place where each person participating in each call was located, and identify any documents relating in any way to the subject matter of the communication.

H. "Identify" when used in reference to a document means to provide the following information: (1) its date of creation; (2) its title; (3) its subject matter; (4) the name, title, and address of each addressee, and of each other person receiving a copy of it; (5) its present location, and the name and address of its present custodian; and (6) any other designation necessary to sufficiently identify the document so that a copy of it may be obtained

I. "State" shall mean to answer the interrogatory, identify all persons involved therein or having knowledge thereof, identifying any documents which form the basis of your knowledge or belief, indicating upon what basis other than documents you rely to establish your knowledge or belief, providing all facts upon which you rely, all dates in chronological order and to provide a full and complete statement of your knowledge or belief with regard to the interrogatory posed.

J. If any of the following interrogatories cannot be answered in full after exercising due diligence to secure the information, please so state and answer to the extent possible, specifying Defendant's inability to answer the remainder and stating whatever information Defendant has concerning the unanswered portions. If Defendant's answer is qualified in any particular way, set forth the details of such qualification.

K. Unless otherwise indicated in a particular Interrogatory, the time period covered by the Interrogatories is January 1, 2004 to the present.



**INTERROGATORIES**

1. Identify each person who has or whom Defendant believes may have knowledge, or information pertaining to any facts alleged in the pleadings (as defined in Fed R. Civ. P. 7(a)) filed in this action, or any fact underlying the subject matter of this action, and state the specific nature and substance of the knowledge that Defendant believes such person(s) may have.
2. Identify each product bearing the Corona Trademarks that was manufactured, imported or distributed by or on behalf of Defendant from January 1, 2007 to the present.
3. Identify each manufacturer who produced Corona-branded goods on behalf of Defendant and state for each manufacturer the products produced from January 1, 2007 to the present.
4. Identify each retailer or distributor to whom Defendant has sold or distributed Corona-branded goods on behalf of Defendant and state for each retailer or distributor the products sold or distributed from January 1, 2007 to the present.
5. State Defendant's total sales in units and in dollars of Corona-branded goods for each item sold from January 1, 2007 to the present.
6. Identify any written, oral or recorded statements in any form that Defendant has obtained from any person regarding any of the facts and circumstances surrounding the subject matter of this lawsuit, and, for each such statement (a) identify the person that made the statement, and (b) describe the substance of the statement.
7. As of July 26, 2007, state whether Defendant has in its possession, custody or control any inventory of Corona-branded goods, and if so, identify the inventory of each item retained.

8. As of July 26, 2007, state whether Defendant had any orders outstanding for the manufacture of Corona-branded goods and, if so, identify the product(s) and state whether the product(s) has since been delivered to Defendant.

9. State whether Defendant has distributed, sold, or offered to sell Corona-branded goods to any third parties, including without limitation retailers, wholesalers, discount stores, or liquidators, from July 26, 2007 to the present and, if such items were distributed or sold: identify: (a) the parties to whom the goods were distributed or sold; (b) the goods distributed or sold; and (c) state the total sales in units and dollars of each item sold.

10. State all facts that you contend support the affirmative defenses asserted by you in your Answer to the Complaint.

11. Identify each person whom Defendant may call as a witness on Defendant's behalf in this proceeding, and state, for each such witness, the expected subject matter and substance of his or her testimony.

12. Identify the "contracts and other business relations between defendant and certain purchasers" of Corona-branded goods of which Plaintiffs were aware as alleged in paragraph 107 of your Counterclaim.

13. State the full factual basis for your contention in paragraph 98 of your Counterclaim that "the products submitted conformed to the contractual standards."

14. State how Plaintiffs "intentionally, knowingly and by wrongful means" interfered with Defendant's business relations as alleged in paragraph 108 of your Counterclaim.

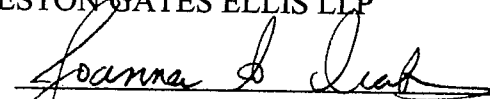
15. Identify each document or other tangible items that were in any manner relied upon in answering these Interrogatories.

16. Identify each person who was consulted or provided information in connection with preparation of Defendant's answers to these interrogatories, and state, for each such person, the interrogatory or interrogatories in connection with which he or she provided information or was consulted.

Dated: New York, New York  
November 30, 2007

KIRKPATRICK & LOCKHART  
PRESTON GATES ELLIS LLP

By:

  
Darren W. Saunders  
Mark I. Peroff  
Joanna Diakos

599 Lexington Avenue  
New York, New York 10022  
Tel.: (212) 536-3900  
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*Attorneys for Plaintiffs Cerveceria Modelo, S.A  
de C.V. and Marcas Modelo, S.A. de C.V.*

**Defendants.**

**-X**

**PLAINTIFFS' FIRST SET OF REQUESTS  
FOR PRODUCTION OF DOCUMENTS [NOS. 1-40 ] TO  
DEFENDANT USPA ACCESSORIES LLC D/B/A CONCEPT ONE ACCESSORIES**

### **DEFINITIONS**

1. The terms “documents,” “communications,” “person,” and “concerning” shall have the meanings set forth in Rule 26.3(c) of the Local Rules of the United States District Courts for the Southern and Eastern Districts of New York.
2. As used herein, “Cerveceria Modelo” shall refer to Plaintiff-Counterclaim Defendant Cerveceria Modelo, S.A. de C.V., and its officers, directors, employees, and agents, and all other persons acting or purporting to act on its behalf.
3. As used herein, “Marcas Modelo” shall refer to Plaintiff-Counterclaim Defendant Marcas Modelo, S.A. de C.V., and its officers, directors, employees, and agents, and all other persons acting or purporting to act on its behalf.
4. As used herein, “Defendant” or “Concept One” shall refer to Defendant-Counterclaim Plaintiff USPA Accessories LLC d/b/a Concept One Accessories and any parent, subsidiary or affiliate of Concept One, as well as Concept One’s officers, directors, employees, and agents, and all other persons acting or purporting to act on its behalf.
5. As used herein, “Procermex” shall refer to Procermex, Inc. and its officers, directors, employees, and agents, and all other persons acting or purporting to act on its behalf.
6. The terms “all,” “each,” “and,” and “or” and the use of the singular and plural forms shall be construed in accordance with Rule 26.3(d) of the Local Rules of the United States District Courts for the Southern and Eastern Districts of New York.
7. As used herein, “Corona Trademarks” shall refer to the trademarks identified in paragraphs 15 and 17 of the Complaint.

8. As used herein, "License Agreement" shall refer to the license agreement between Marcas Modelo and Defendant dated January 1, 2007 referred to in paragraph 20 of the Complaint.

9. As used herein, "Corona-branded goods" shall refer to any and all goods bearing the Corona Trademarks.

10. As used herein, "Licensed Products" shall refer to those goods on which Defendant was granted a license to use the Corona Trademarks pursuant to the License Agreement, namely, "hats, headwear, beanies, umbrellas, flip-flops and t-shirts."

11. As used herein, the term "third party" or "third parties" shall refer to all persons who are not parties to this action, as well as their officers, directors, employees, agents and attorneys.

12. As used herein, "Answer" shall refer to the Answer filed by Defendant in this action.

13. As used herein, "Counterclaim" shall refer to the counterclaims filed by Defendant in this action.

### **INSTRUCTIONS**

A. Pursuant to Federal Rule of Civil Procedure 34(b), documents shall be produced either as kept in the usual course of business or shall be organized and labeled to correspond with the number of each request to which a produced document is responsive. If Defendant chooses to produce documents as they are as kept in the usual course of business, the documents are to be produced in the boxes, file folders, bindings, and other containers in which the documents are found. The titles, labels, and other descriptions on the boxes, file folders, bindings, and other containers are to be left intact.

B. If Defendant claims any form of privilege as a ground for not producing or for redacting any document, Defendant shall provide the following information for each document withheld or redacted: (1) the document's preparation date and the date appearing on the document; (2) the name, present and last known home and business addresses, the telephone numbers, the title (and position), and the occupation of those individuals who prepared, produced, and reproduced, and who were the recipients of said document; (3) the number of pages withheld; and (4) a description sufficient to identify the document without revealing the information for which the privilege is claimed, including the general subject matter and character of the document (e.g., letter, memorandum, notes).

C. If only a portion of a responsive document is privileged against disclosure, Defendant must produce the responsive non-privileged portion of the document in redacted form, provided that the redacted material is identified and the basis for the claim of privilege stated as provided in instruction B above.

D. Each requested document is to be produced in its entirety without deletion and excision (except as qualified by instructions B and C above), regardless of whether Defendant considers the entire document to be relevant or responsive to these Document Requests.

E. If any demanded documents cannot be produced in full, then please produce them to the extent possible, specifying the reasons for the inability to produce the remainder and stating what information, knowledge, or belief you have concerning the non-produced portion.

F. If a document once existed, but has been lost or destroyed, or otherwise is no longer in your possession, custody, or control, identify the document and state the details concerning the loss of such document, including the name, title, and address of the present custodian of any such document if known to you.

G. Electronic records and computerized information must be produced in an intelligible format or together with a description of the system from which it was derived sufficient to permit the materials to be rendered intelligible.

H. These Document Requests call for all documents and things that are within the control of Defendant, regardless of whether such documents and things are possessed directly by Defendant, or by a parent, subsidiary, or affiliated entity, or by Defendant's directors, officers, managers, shareholders, employees, attorneys, agents, or representatives, or any investigators or any other person acting on behalf of Defendant or under the direction or control of Defendant, Defendant's attorneys, or Defendant's agents.

I. Unless otherwise indicated in a particular Request, the time period covered by the Document Requests is January 1, 2004 to the present.

#### **DOCUMENT REQUESTS**

1. Documents sufficient to identify Defendant's corporate organization and Defendant's relationship with any other companies, including but not limited to any subsidiaries, parent companies, affiliates, divisions, or licensees.
2. An organizational chart or other documents which list or from which it may be determined the identities of each officer and manager of Defendant.
3. Each document concerning Marcas Modelo or Cerveceria Modelo.
4. Each document concerning the License Agreement.
5. Each document, including contracts or other agreements, concerning Defendant's relationship with third parties relating to the design, manufacture, or creation of Corona-branded goods.



6. A sample of each Corona-branded goods that was manufactured, imported, distributed, sold, or offered for sale by or on behalf of Defendant from January 1, 2007 to the present.

7. Documents identifying each manufacturer who supplied Defendant with Corona-branded goods from January 1, 2007 to the present.

8. Documents and things relating to the design and manufacture of products produced or intended to be produced in connection with the Corona Trademarks, including, but not limited to, drawings, mock-ups, patterns, technical specifications, quality standards, costing, invoices, and bills of lading from January 1, 2007 to the present.

9. Each document concerning the advertisement, marketing or promotion of Corona-branded goods by Defendant.

10. Documents identifying each and every retail outlet in which Defendant sold or offered to sell Corona-branded goods from January 1, 2007 to the present.

11. Documents that list, summarize or otherwise set forth Defendant's total sales in units of Corona-branded goods by item.

12. Documents that list, summarize or otherwise set forth Defendant's total sales in dollars of Corona-branded goods by item.

13. Each communication between Marcas Modelo and Defendant concerning royalties payable pursuant to the License Agreement.

14. Each communication between Procermex and Defendant concerning royalties payable to Procermex.

15. Documents identifying each royalty payment made by Defendant to Marcas Modelo.

16. Documents identifying each royalty payment made by Defendant to Procermex.
17. Each document concerning the manufacture or importation for sale by or on behalf of Defendant of products bearing the Corona Trademarks from January 1, 2007 to the present.
18. Each document concerning communications between Marcas Modelo and Defendant regarding licensing guidelines.
19. Documents identifying each sample of goods, packaging, promotions or advertising submitted by Defendant to Marcas Modelo for approval.
20. Each document concerning communications between Defendant and a third party involving or mentioning Marcas Modelo.
21. Each document concerning communications between Defendant and a third party involving or mentioning the Corona Trademarks or Corona-branded goods.
22. Each communication between Marcas Modelo and Defendant concerning the termination of the License Agreement.
23. Each communication between Defendant and any third parties regarding the termination of the License Agreement.
24. Each document concerning any offers by or on behalf of Defendant to sell Corona-branded goods after July 26, 2007.
25. Each document concerning any inventory of Corona-branded goods in the possession, custody or control of Defendant on July 26, 2007.
26. Each document concerning any offer to sell or sale by Defendant of Corona-branded goods from January 1, 2007 to the present.

27. Each document concerning any efforts Defendant undertook to comply with the termination provisions of the License Agreement.

28. Each document concerning Marcas Modelo's guidelines for use of the Corona Trademarks by licensees.

29. Each document concerning the designs submitted by Defendant to Marcas Modelo for approval.

30. Each document concerning Defendant's request to add "bags" to the category of licensed goods under the License Agreement.

31. Each document concerning Defendant's sale of Corona-branded goods during or after the sell-off period authorized under the Procermex license agreement.

32. Each document concerning complaints regarding Corona-branded goods manufactured, distributed, or sold by or on behalf of Defendant.

33. Each document concerning complaints from retailers, wholesalers, discount stores, etc., regarding Corona-branded goods manufactured, distributed or sold by or on behalf of Defendant.

34. Each document concerning the allegation in paragraph 98 of your Counterclaim that Plaintiffs "improperly, without basis, in bad faith and in violation of the License Agreement, affirmatively approved only approximately six (6) products."

35. Each document concerning the June 2007 meeting referenced in paragraph 99 of your Counterclaim.

36. Each document concerning the allegation in paragraph 108 of your Counterclaim that Plaintiffs "intentionally, knowingly and by wrongful means have interfered with" Defendant's business relations.

37. Each document concerning the manner and amount in which you allege to have been damaged as a result of Plaintiffs' actions.

38. Each document relied upon or referred to in answering Plaintiffs' First Set of Interrogatories.

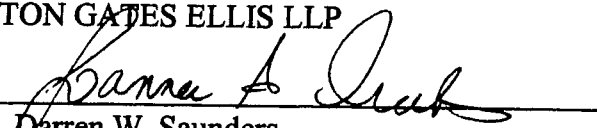
39. Each document you contend supports or relates to the Affirmative Defenses asserted by you in your Answer.

40. Each document you contend supports or relates to the Counterclaims asserted by you.

Dated: New York, New York  
November 30, 2007

KIRKPATRICK & LOCKHART  
PRESTON GATES ELLIS LLP

By: \_\_\_\_\_

  
Darren W. Saunders  
Mark I. Peroff  
Joanna Diakos

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New York, New York 10022  
Tel.: (212) 536-3900  
Fax: (212) 536-3901

*Attorneys for Plaintiffs Cerveceria Modelo, S.A.  
de C.V. and Marcas Modelo, S.A. de C.V.*